

IN THE UNITED STATES DISTRICT COURT
WESTERN DISTRICT OF WASHINGTON
AT SEATTLE

NEWCO, INC. DBA CASCADE COLUMBIA
DISTRIBUTION COMPANY, A
WASHINGTON CORPORATION.

Case No. 2:25-cv-00153

DEFENDANT IRONSHORE SPECIALTY
INSURANCE COMPANY'S
NOTICE OF REMOVAL

IRONSHORE SPECIALTY INSURANCE
COMPANY, AN ARIZONA INSURANCE
COMPANY

[ORIGINALLY IN THE SUPERIOR COURT
OF THE STATE OF WASHINGTON IN
AND FOR KING COUNTY, CASE NO. 24-
2-29365-5 SEA.]

Defendant.

TO THE HONORABLE UNITED STATES DISTRICT COURT:

Defendant Ironshore Specialty Insurance Company (“Ironshore”), by and through its counsel, and pursuant to 28 U.S.C. § 1332, § 1441, and § 1446, hereby gives notice of removal to the United States District Court for the Western District of Washington of an action filed against Ironshore in the Superior Court of the State of Washington in and for King County. In support of its Notice of Removal, Ironshore respectfully states the following:

I. Ironshore's Notice of Removal is Timely

1. On December 19, 2024, Plaintiff Newco, Inc. dba Cascade Columbia Distribution

NOTICE OF REMOVAL
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1 Company (“Cascade”) filed a Complaint against Ironshore in the Superior Court of the State of
 2 Washington in and for King County captioned *Newco, Inc. dba Cascade Columbia Distribution*
 3 *Company v. Ironshore Specialty Insurance Company*, No. 24-2-29365-5.

4 2. On information and belief, on December 20, 2024, the State of Washington Office
 5 of the Insurance Commissioner (“OIC”) accepted service on behalf of Ironshore of Cascade’s
 6 Summons, Cascade’s Complaint, and King County Superior Court’s Order Setting Civil Case
 7 Schedule.

8 3. On information and belief, on December 20, 2024, OIC issued a Certificate to
 9 Ironshore memorializing that OIC had accepted service on behalf of Ironshore on December 20,
 10 2024, and OIC sent the Certificate, Summons, Complaint, and Order Setting Civil Case Schedule
 11 to Ironshore via certified mail to an address in Boston, Massachusetts.

12 4. On December 27, 2024, in Boston, Massachusetts, Ironshore received from OIC
 13 via certified mail the Certificate, Summons, Complaint, and Order Setting Civil Case Schedule.

14 5. Ironshore’s Notice of Removal is timely under 28 U.S.C. § 1446, as fewer than 30
 15 days have passed since Ironshore received from OIC the Certificate, Summons, Complaint, and
 16 Order Setting Civil Case Schedule. *Anderson v. State Farm Mut. Auto. Ins. Co.*, 917 F.3d 1126
 17 (9th Cir. 2019).

18 **II. This Court Has Subject Matter Jurisdiction Pursuant to 28 U.S.C. § 1332**

19 A. ***There is Complete Diversity of Citizenship***

20 6. Cascade is incorporated in Washington and its principal place of business is in
 21 Washington. Cascade is a citizen of Washington.

22 7. Ironshore is an insurance company organized under the laws of Arizona and its
 23 principal place of business is in Boston, Massachusetts. Ironshore is a citizen of Arizona and
 24 Massachusetts.

25 8. Because Ironshore and Cascade are citizens of different states, there is complete
 26 diversity of citizenship as required by 28 U.S.C. § 1332.

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1 ***B. The Amount in Controversy Requirement is Satisfied***

2 9. In its Complaint, Cascade does not “set forth the dollar amount prayed for.” As
 3 contemplated by LCR 101(a), Ironshore has a good faith belief that Cascade is seeking damages
 4 from Ironshore in an amount greater than the minimum jurisdictional amount of this Court, i.e.,
 5 \$75,000 exclusive of interest and costs:

6 9.a. Cascade alleges that Ironshore issued commercial general liability policies
 7 to Cascade that were collectively effective October 31, 2010 through October 31, 2016.
 8 Complaint at 1:17-20, 2:26 – 3:1. Cascade collectively refers to those policies as the
 9 “Policy,” and Cascade alleges that the Policy specifies that (i) Ironshore will pay amounts
 10 that Cascade becomes legally obligated to pay as damages because of bodily injury, and
 11 (ii) Ironshore has a duty to defend the insured against any suit seeking those damages. *Id.*
 12 at 3:4. The insurance policy that Ironshore issued to Cascade for the policy period October
 13 31, 2015 to October 31, 2016 has a policy limit of \$1,000,000 per occurrence.

14 9.b. Cascade alleges that it is seeking to recover “policy benefits” from
 15 Ironshore for an Underlying Lawsuit that was filed against Cascade in King County
 16 Superior Court on September 8, 2023. *Id.* at 1:17-22, 3:6-9. Cascade alleges that in the
 17 Underlying Lawsuit, the plaintiffs seek damages from Cascade because (i) the plaintiffs
 18 were allegedly exposed to chemicals that Cascade had distributed and transported, and (ii)
 19 the plaintiffs’ son was allegedly born with birth defects, “including but not limited to spina
 20 bifida I and II with myelomeningocele, minor hydrocephalus, chiari II malformation, and
 21 a bowel expected to be permanently neurogenic.” *Id.* at 3:10-20.

22 9.c. Cascade alleges that Ironshore originally accepted Cascade’s defense in
 23 December 2023, but that on September 9, 2024, Ironshore “reversed course” and “updated
 24 its coverage position to deny all coverage to Cascade. *Id.* at 3:26 – 4:4. Cascade alleges
 25 that Ironshore’s denial of coverage was wrongful and unreasonable. *Id.* at 4:21, 5:18.

26 9.d. In its Complaint, Cascade asserts claims against Ironshore for breach of

1 contract, for common law bad faith, and under the Consumer Protection Act. *Id.* at 5-7.
 2 Cascade also reserves its right to seek to amend its Complaint to assert a claim under the
 3 Insurance Fair Conduct Act. *Id.* at 7-8.

4 9.e. In its Complaint, Cascade seeks “coverage by estoppel” under the Policy
 5 for the damages that the plaintiffs are seeking from Cascade in the Underlying Lawsuit. *Id.*
 6 at 2:2, 6:24-26, 8:12. Based on the allegations in the Underlying Lawsuit as described in
 7 Cascade’s Complaint (i.e., in which the plaintiffs allege that Cascade’s acts or omissions
 8 caused birth defects in the plaintiffs’ son, including permanent birth defects), Ironshore has
 9 a good faith belief that (i) the plaintiffs in the Underlying Lawsuit are seeking damages
 10 from Cascade in excess of \$75,000, and in turn (ii) Cascade is seeking “policy benefits”
 11 from Ironshore under the Policy in excess of \$75,000 for the damages that the plaintiffs in
 12 the Underlying Lawsuit are seeking from Cascade. In its Complaint, Cascade also seeks an
 13 award of damages against Ironshore for the “cost of Cascade’s defense” against the
 14 Underlying Lawsuit, which was filed on September 8, 2023, over 16 months ago. Cascade
 15 also seeks an award of damages against Ironshore for the cost of a deductible that Cascade
 16 allegedly paid to another insurer, plus the alleged cost of Cascade’s investigation, plus an
 17 award of treble damages up to \$25,000. *Id.* at 6:16-20, 7:14-23, 8:6-8. Based on the totality
 18 of these allegations, as contemplated by LCR 101(a), Ironshore has “a good faith belief
 19 that the plaintiff is seeking damages in excess of the jurisdictional amount of this court
 20 notwithstanding the fact that the prayer of the complaint does not specify the dollar
 21 damages being sought.”

22 10. If Ironshore’s good faith belief is incorrect, and if Cascade is not seeking damages
 23 from Ironshore in excess of the jurisdictional amount of this Court, Ironshore is willing to confer
 24 with Cascade promptly and in good faith about a potential stipulation to remand the suit without
 25 the expense of contested motions practice.

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NOTICE OF REMOVAL
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1 ***C. This Action is Removable to this Court***

2 11. Because this civil action is between citizens of different states and the amount in
 3 controversy exceeds the sum or value of \$75,000.00 exclusive of interest and costs, the United
 4 States District Court has original subject matter jurisdiction under 28 U.S.C. § 1332, and this
 5 matter is removable under 28 U.S.C. § 1441 and 28 U.S.C. § 1446.

6 **III. Filings and Notice**

7 12. As required by LCR 101(b), attached contemporaneously with this Notice of
 8 Removal as a separate attachment in the electronic filing system is a copy of the operative pleading,
 9 labeled "Complaint."

10 13. As required by LCR 101(b), the subjoined Certificate of Service lists all counsel
 11 and any pro se parties that have appeared in the action with their respective contact information.

12 14. As required by 28 U.S.C. § 1446(d), Ironshore will give written notice of the
 13 removal to all adverse parties and file a copy of the notice with the clerk of the state court.

14 15. As required by LCR 101(c) and 28 U.S.C. § 1446(a), within fourteen (14) days of
 15 the filing of this Notice of Removal, Ironshore will file with the clerk black-on-white copies of all
 16 records and proceedings in the state court, together with counsel's verification that they are true
 17 and complete copies of all of the records and proceedings in the state court action.

18 WHEREFORE, Defendant Ironshore Specialty Insurance Company prays that the action
 19 described in this Notice of Removal, which is currently pending in the Superior Court of the State
 20 of Washington in and for King County as Case No. 24-2-29365-5-SEA, be removed to the United
 21 States District Court for the Western District of Washington.

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NOTICE OF REMOVAL
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1 DATED: January 23, 2025
2
3
4

5 By: s/Robert A. Meyers
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15 *Attorneys for Defendant Ironshore Specialty*
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NOTICE OF REMOVAL
CASE NO. 2:25-cv-00153 - 6

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CERTIFICATE OF SERVICE

I hereby certify that on the date noted below, I filed the foregoing DEFENDANT IRONSHORE SPECIALTY INSURANCE COMPANY'S NOTICE OF REMOVAL with the Clerk of the Court for the United States District Court for the Western District of Washington using the PACER CM/ECF system which will send notification of the filing to all counsel of record who receive PACER CM/ECF notification, and served the same upon the interested parties as follows:

<u>Attorneys for Plaintiff</u>	
Tristan N. Swanson, WSBA #41934	<input type="checkbox"/> Electronic Service via ECF/CM
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DATED this 23rd day of January, 2025.

s/ Emily Rose
Emily Rose

NOTICE OF REMOVAL
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